

Dist. Purba Bardhaman, P.S. Burdwan Sadar, within Burdwan Municipality Mouza Kanainutshal. The Sale Valued and the Assessed Market Value of the B-Schedule Flat being no on the Floor with Car Parking space being No. on the Ground Floor of the G+IV storied building in the name of SHIV RATAN APARTMENT, amounting to Rs./- (Rupees Only)

THIS DEED OF SALE IS MADE AT BURDWAN ON ... TH DAY OF 2026 BETWEEN

1) SRI ABHIJIT SUARO (PAN - FKKPS7844M) (Aadhaar Card No. 3168 4570 3592) son of Haro Prasad Suaro, nationality Indian, by caste Hindu, by profession Business, resident of Katika Street, P.O. Paralakemundi, P.S. Paralakemundi, Dist. Gangapati, State of Odisha - 761200,

2) SRI PRANAB DASGUPTA (PAN - AHTPD4673Q) (Aadhaar Card No. 4258 3482 1098) son of Late Mihir Kumar Dasgupta, nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur, Shantipara, P.O. *Contd... Next Page*

(Page : 2)

Sripally, P.S.Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713103,

3) SRI SANJAY MANDAL (PAN - BEWPM3604R) (Aadhaar Card No. 8401 3276 0827) son of Madan Mandal, nationality Indian, by caste Hindu, by profession Business, resident of Vill. Shaldanga, P.O. Rondia, P.S.Budbud, Dist. Purba Bardhaman, State of West Bengal - 713420,

hereinafter called the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/their heirs, executors, administrators, legal representatives, assigns, nominee or nominees)

Represented by Attorney [vide Development Agreement cum Development Power being No. 2930 for 2023 registered at the office of A.D.S.R. Burdwan] and for self -

BHOLANATH BUILDERS (Pan Card No. AAUFB7800K) a Partnership Firm having its registered office at 5 No Ichlabad, P.O. Sripally, P.S.Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713103 **Represented by its Managing Partner - SRI KHOKAN BAL (Pan Card No. AHRPB5027A) (Aadhaar Card No. 4027 4994 7764)** S/o Late Jogesh Chandra Bal, nationality Indian, by faith Hindu, by profession Business, resident of 5 No Ichlabad, P.O. Sripally, P.S.Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713103, herein after called the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns)

of the **FIRST PART**

AND

1) (PAN No.) (Aadhaar Card No.) wife/son/daughter of, nationality Indian, by faith Hindu, by occupation, resident of, P.O., P.S., Dist. Purba Bardhaman, West Bengal -,

2) (PAN No.) (Aadhaar Card No.) wife/son/daughter of, nationality Indian, by faith Hindu, by occupation, resident of, P.O., P.S., Dist. Purba Bardhaman, West Bengal -, hereinafter called and referred to as "**PURCHASER/S**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed

Contd... Next Page

(Page : 3)

to mean and include his/her/their heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the party of the **SECOND PART**.

WHEREAS the OWNER is absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good and absolute right title interest & possession over the "A" schedule property.

AND WHEREAS the "A" Schedule property was belonged to Sk. Samirul, Jahanara Begam Sekh & Sekh Mahasin Ali, who purchased the same by dint of 3 separate registered Deed of Sale being nos 6001, 6002 & 6003 for 2014 of A.D.S.R Burdwan. While they were in Possession they transferred the same in favour of Pranab Das Gupta, Sanjay Mondal, Abhijit Suaro, Safiulla Sekh & Sk. Md. Javad by virtue of Deed of Sale being no 1729 for 2021 of D.S.R - I Burdwan. The said Safiulla Sekh & Sk. Md. Javad transferred their undivided 2/5 share in respect of A schedule property in favour of Pranab Das Gupta, Sanjay Mondal, Abhijit Suaro by dint of a Deed of Conveyance being no 1067 for 2023 of A.D.S.R Burdwan.

AND WHEREAS the said the present OWNERS Pranab Das Gupta, Sanjay Mondal, Abhijit Suaro mutated their names in the office of B.L. & L.R.O. Burdwan and also in the office of Burdwan Municipality and his name is duly recorded in the L.R.R.O.R. being Khatian No.s 4640, 5018 & 5022 of mouza Kanainatshal and they are enjoying the "A" Schedule property as rightful owners by paying revenue & taxes to the competent authorities.

AND WHEREAS the OWNERS desired to construct a multi-storied building containing several self contained Flats/Car Parking spaces etc. over the "A" schedule property. But due to insufficient of fund and experiences, they invited the DEVELOPER FIRM represented by its Managing Partner Khokan Bal.

AND WHEREAS the DEVELOPER FIRM is engaged in civil construction and development of immovable properties. The OWNERS approached the DEVELOPER FIRM represented by its Managing Partner Khokan Bal to take up the project and to complete the same by providing fund from its own source.

AND WHEREAS the DEVELOPER FIRM represented by its Managing Partner has agreed to take up the project for development of the said property and to construct a multi-storied building over the "A" schedule property by providing funds for the said project thereupon.

AND WHEREAS the OWNERS and DEVELOPER FIRM represented by its Managing Partner / Authorised Partner after due discussion over the modus operandi, have entered into a Development Agreement cum Power of Attorney being no. 2930

Contd... Next Page

(Page : 4)

for 2023 of A.D.S.R. Burdwan *on terms* that the DEVELOPER FIRM would make construction of the multi- storied building and with the authority & power to procure intending purchaser/s of flat/unit/covered parking space comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the DEVELOPER FIRM and would also realize the cost of construction of the flat/ unit/ parking spaces and common parts from the intending purchaser/s directly for self and the cost of the proportionate share of interest in the land described in the schedule "A" mentioned hereunder and as would be proportionate to each such flat/ unit/parking spaces and common parts for and on behalf of the OWNERS and upon receipt of such payment from the intending purchaser/s the DEVELOPER FIRM shall nominate the intending purchaser/s for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchasers to the said OWNERS who would execute proper sale deed/ conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and both of them accepted the said proposal.

AND WHEREAS, the OWNERS with the help of the DEVELOPER FIRM have obtained a G+IV storied building Plan from Burdwan Municipality vide building permit no SWS-OBPAS/1201/2025/0393 dated 11/06/2025. Be it mention here that the front portition on the GROUND FLOOR of the proposed **G+IV** storied building is used as comercial unit and the back portion of the GROUND FLOOR of the building is using as covered Car Parking Space and First Floor to Fourth Floor of the proposed building is using as Residential Flat. The project in the name of **SHIV RATAN APARTMENT** is under construction.

AND WHEREAS as per terms & condition of the Development Agreement cum Power of Attorney being no. 2930 for 2023 of A.D.S.R. Burdwan, the **Flat** being no..... on the **Floor** a little moreor less **Square Feet super Built-up area [Build-up area is Square Feet and Carpet area is Square Feet]** and the **Car Parking Space** being no. on the **Ground Floor** a little more or less **120 Square Feet**, of the **G+IV** storied residential building in the name of **SHIV RATAN APARTMENT** together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto, over the "**A**" **SCHEDULE**, which is morefully describe in the "**B**" **SCHEDULE**, is allotted in favour of the DEVELOPER FIRM.

AND WHEREAS the DEVELOPER FIRM represented by its Managing Partner, as agent & representative of the OWNERS have declared to sale of the **Flat** being no..... on the **Floor** a little moreor less **Square Feet super**

Contd... Next Page

Built-up area [Build-up area is Square Feet and Carpet area is Square Feet] for a consideration amount of Rs./- (Rupees Only) i.e. Rs./- per Square Feet and Rs./- (Rupees Only) for Car Parking Space being no. on the Ground Floor a little more or less 120 Square Feet, total amounting to Rs./- (Rupees) of the G+IV storied residential building in the name of SHIV RATAN APARTMENT together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto, over the "A" SCHEDULE, which is morefully describe in the "B" SCHEDULE hereunder written,

AND WHEREAS being aware of the intention of the DEVELOPER FIRM, the PURCHASER/S after inspected the sanctioned building plan, its measurement, dimensions, documents of chain of title deeds and other documents and being fully satisfied, have agreed to purchase the Flat being no..... on the Floor a little moreor less Square Feet super Built-up area [Build-up area is Square Feet and Carpet area is Square Feet] for a consideration amount of Rs./- (Rupees Only) i.e. Rs./- per Square Feet and Rs./- (Rupees Only) for Car Parking Space being no. on the Ground Floor a little more or less 120 Square Feet, total amounting to Rs./- (Rupees) of the G+IV storied residential building in the name of SHIV RATAN APARTMENT together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto, over the "A" SCHEDULE, which is morefully describe in the "B" SCHEDULE hereunder written.

AND WHEREAS the DEVELOPER FIRM represented by its Managing Partner, as agent & representative of the OWNERS accepted the said proposal of the PURCHASER/S for transferring the Flat being no..... on the Floor a little moreor less Square Feet super Built-up area [Build-up area is Square Feet and Carpet area is Square Feet] for a consideration amount of Rs./- (Rupees Only) i.e. Rs./- per Square Feet and Rs./- (Rupees Only) for Car Parking Space being no. on the Ground Floor a little more or less 120 Square Feet, total amounting to Rs./- (Rupees) of the G+IV storied residential building in the name of SHIV RATAN APARTMENT together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto, over the "A" SCHEDULE, which is morefully describe in the "B" SCHEDULE hereunder written.

(Page : 6)

SCHEDULE hereunder written, which is highest available market price according to the OWNER as well as the DEVELOPER FIRM.

AND WHEREAS during pendency of the construction, the Agreement for Sale was executed between the parties. Now the Flat with Parking space mentioned in the **"B" SCHEDULE** hereunder written, is completed in all respect and is ready for delivery.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In pursuance of the agreement for sale and in consideration of total sum of **Rs./- (Rupees Only)** paid by the PURCHASER/S to the OWNERS through her attorney on or before the execution of these presents, (the receipt whereof the OWNERS as well the DEVELOPER FIRM do hereby grant, admit, acknowledge and confirm the same and every part thereof) the OWNERS as well the DEVELOPER FIRM doth hereby forever acquit, release exonerate and discharge the undivided impartible proportionate share or interest in the land also the said Flat unto the PURCHASER/S and the OWNERS as well the DEVELOPER FIRM doth hereby grant, sale, convey, transfer, assign and assure unto the PURCHASER/S **ALL THAT** piece and parcel of Bastu class of land at Mouza Kanainutshal, J. L. No. 76, R.S. Plot No. 190 & 191 under L. R. Khatian Nos. 4640, 5018 & 5022, **L.R. Plot No. 218** of an Area more or less **1320 Square Feet** AND **L.R. Plot No. 218/238** of an Area more or less **1500 Square Feet** AND **L.R. Plot No. 218/621** of an Area more or less **1300 Square Feet** AND **L.R. Plot No. 218/630** of an Area more or less **1100 Square Feet** AND **L.R. Plot No. 218/634** of an Area more or less **281 Square Feet** AND **L.R. Plot No. 218/635** of an Area more or less **1350 Square Feet, A TOTAL AREA OF 6850 SQUARE FEET OR MORE OR LESS 0.156 ACRES** upon which a **G+IV** storied building in the name of **SHIV RATAN APARTMENT**, Ward No. 13, Holding No. 49/4, Mahalla DVC, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal, upon which a **G+IV** storied residential building in the name of **SHIV RATAN APARTMENT**, which is described in SCHEDULE "A", hereunder written as well as the **FLAT** being no..... on the **Floor** a little more or less **Square Feet super Built-up area [Build-up area is Square Feet and Carpet area is Square Feet]** of the **G+IV** storied residential building in the name of **SHIV RATAN APARTMENT**, more fully described in the B SCHEDULE, which is delineated in the map or plan annexed hereto and therein bordered in **"RED"** color of the map annexed herewith and **CAR PARKING SPACE** being no. on the **Ground Floor** a little more or

Contd... Next Page

(Page : 7)

less **120 Square Feet** of the **G+V** storied residential building in the name of **ARADHYA APARTMENT** AND FURTHER TOGETHER WITH the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the SCHEDULE "C" hereunder written in common with the co-owners and/or occupiers of the other flats/units in the said Building, which is hereinafter called "THE SAID UNDIVIDED SHARE" AND TOGETHER WITH all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the SAID FLAT WITH PARKING SPACE morefully described in the SCHEDULE "D" hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the SCHEDULE "E" hereunder written AND FURTHER subject to the several restrictions morefully described in the SCHEDULE "F" hereunder written AND ALSO subject to the PURCHASER/S regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the SCHEDULE "G" hereunder written and the rights appurtenant thereto AND reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the said Flat with Parking space undivided proportionate impartible share and interest of land AND all the estate, right, title interest, profits, claim and demand whatsoever both at law and in equity of the OWNERS as well the DEVELOPER FIRM into and/or upon the said undivided share and the undivided proportionate share or interest in the common portions respectively and every part thereof and all deeds, monument, writings and evidences of title exclusively relating to or concerning and rights appurtenant thereto TO HAVE AND TO HOLD the said Flat togetherwith the said undivided share and interest of land AND TOGETHER WITH the said undivided proportionate impartible share and interest into and upon the said land at the said premises proportionate to the said Flat with Parking space togetherwith undivided proportionate impartible share and interest hereby conveyed, transferred and assigned unto and to the use of the PURCHASER/S or any part or parcel thereof and the common areas and facilities and the rights appurtenant thereto herein comprised and hereby sold, granted, transferred, conveyed, assured and assigned and confirmed and every part or parts thereof in respect of the said Flat with Parking space togetherwith undivided proportionate impartible share and interest of land and the common areas, portions and facilities AND TOGETHER WITH the right appurtenant thereto respectively and every of their respective rights, liberties and appurtenances whatsoever unto the PURCHASER/S absolutely and forever free from all encumbrances trust liens and attachments whatsoever and all and every manner or former or other right, liberties, easements or quasi easements privileges profits appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said

Contd... Next Page

(Page : 8)

premises hereby conveyed in connection with the beneficial use and enjoyment of the said Flat including undivided impartible proportionate share in the said land with building.

THE OWNERS AND/OR THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

- a) That notwithstanding any act, deed, matter or thing whatsoever hereto-before done committed or knowingly suffered by the OWNERS and/or the DEVELOPER to the contrary, the OWNERS and/or the DEVELOPER are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
- b) That the OWNERS have rightful powers and absolute authorities to sell, grant, transfer and convey the said Flat including undivided impartible proportionate share in the said land and the DEVELOPER FIRM do hereby confirm the sell, grant, transfer and convey of the said Flat with Parking space togetherwith undivided proportionate impartible share and interest of the said land unto and to the use of the PURCHASER/S in the manner aforesaid and according to the true intent and meaning of these present.
- c) That it shall be lawful for the PURCHASER/S at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said proportionate undivided share in the said land and the said Flat with Parking space togetherwith undivided proportionate impartible share and interest and receive the rents issues and profits thereof without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the OWNERS and/or the DEVELOPER FIRM or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land through or under or in trust for the OWNERS and/or the DEVELOPER FIRM and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the OWNERS and/or the DEVELOPER FIRM well and sufficiently saved, defended, kept, harmless and indemnified or from and against all charges lispence and encumbrances whatsoever made

Contd... Next Page

(Page : 9)

done executed or knowingly suffered by the OWNERS and/or the DEVELOPER FIRM.

- d) That the OWNERS and/or the DEVELOPER FIRM or any other persons having lawfully or equitably claiming any estate right, title or interest whatsoever in the said Flat togetherwith undivided proportionate impartible share and interest through or under or in trust for the OWNERS and/or the DEVELOPER FIRM shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER/S do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said Flat with Parking space togetherwith undivided proportionate impartible share and interest hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the PURCHASER/S as shall or may be reasonably required.
- e) That the OWNERS and/or the DEVELOPER FIRM shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASER/S produce or cause to be produced before the PURCHASER/S or Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land so long as the same shall remain with the OWNERS and shall also at the like request and costs deliver to the PURCHASER/S such attested or other copies of or extracts there from as the PURCHASER/S may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobligated and un-cancelled.
- f) That the DEVELOPER FIRM hereby further declare that the DEVELOPER FIRM have no right, title and interest whatsoever in the said Flat with Parking space together with undivided proportionate impartible share and interest, so constructed by itself for and on behalf and at the cost of the PURCHASERS on the said land comprised in the said premises.
- g) That the OWNERS and/or the DEVELOPER FIRM have not done and/or shall not do anything or make any grant or term whereby the right of the PURCHASER/S hereunder may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the PURCHASERS.

Contd... Next Page

(Page : 10)

h) That the OWNERS and/or the DEVELOPER shall duly fulfill and perform all their obligations and covenants elsewhere and herein expressly contained.

I. THE PURCHASER/S DO HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER FIRM AS FOLLOWS:-

a) That the PURCHASER/S shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses, outgoing and obligations mentioned in the SCHEDULE "G" hereunder written.

b) That the PURCHASER/S shall all times hereafter make payment of all taxes and other rates, taxes, impositions and outgoing arising from the date of handing over possession and that may be imposed from time to time or become payable in respect of the said Flat with Parking space togetherwith undivided proportionate impartible share and interest.

c) That the PURCHASER/S shall permit the authorized person of owners' association and their agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said Flat with Parking space for the purpose of repairing, making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.

d) That the PURCHASER/S shall keep the said unit in good substantial repair and conditions so as to support and protect the other parts of the said building as he now enjoy.

e) That the PURCHASER/S shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the said Flat and as may be shown recorded in the meter installed at the space underneath the stair of the ground floor to record consumption of electricity at the premises.

f) That the PURCHASER/S agree to be a member of the Association of the Flat owners for administration and maintenance of common areas and facilities at the said building and further agree to sign and execute all papers, documents and applications, bye-laws, rules and regulations.

Contd... Next Page

(Page : 11)

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of Bastu class of land at Mouza Kanainutshal, J. L. No. 76, R.S. Plot No. 190 & 191 under L. R. Khatian Nos. 4640, 5018 & 5022, **L.R. Plot No. 218** of an Area more or less **1320 Square Feet** AND **L.R. Plot No. 218/238** of an Area more or less **1500 Square Feet** AND **L.R. Plot No. 218/621** of an Area more or less **1300 Square Feet** AND **L.R. Plot No. 218/630** of an Area more or less **1100 Square Feet** AND **L.R. Plot No. 218/634** of an Area more or less **281 Square Feet** AND **L.R. Plot No. 218/635** of an Area more or less **1350 Square Feet**, **TOTAL AREA OF 6850 SQUARE FEET OR MORE OR LESS 0.156 ACRES** upon which a **G+IV** storied building in the name of **SHIV RATAN APARTMENT**, Ward No. 13, Holding No. 49/4, Mahalla DVC, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal.

Butted and bounded by :

In the North : 25 Feet Wide DVC Bye Lane Municipal Road

(Generally known as Kanainutshal Road)

In the East : Property of L.R. Plot No. 218/633 & 218/634 & 218/635

In the South : Property of L.R. Plot No. 218

In the West : 1025 Feet Wide UMR 13 Bye Lane

THE SCHEDULE "B" ABOVE REFERRED TO

(Description of the Unit)

ALL THAT piece and parcel of the **UNIT/FLAT** being no..... on the **Floor** a little more or less **Square Feet super Built-up area [Build-up area is Square Feet and Carpet area is Square Feet]** and **CAR PARKING SPACE** being no. on the **Ground Floor** a little more or less **120 Square Feet** of the **G+IV** storied building in the name of **SHIV RATAN APARTMENT** together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto, within Ward No. 13, Holding No. 49/4, Mahalla DVC, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal. The **Flat** is demarcated in **RED** color and the **PARKING SPACE** is demarcated in **GREEN** color of the map/plan annexed herewith, which is treated as part & parcel of the deed.

Contd... Next Page

THE SCHEDULE "C" ABOVE REFERRED TO

(Common Areas / Portions)

1. Entrance and exits to the said premises and the said building.
2. Boundary walls and main gate of the said premises.
3. Roof Top of the said building,
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/or exclusively for its use),
5. Space underneath the stairs of the ground floor where meters are installed, electrical wiring and other fittings, (excluding only those as are installed within the exclusive area of any Flat and/or exclusively for its use.
6. Staircase and staircase landings, lobbies, lift on all the floors, entrance lobby.
7. Water supply system water pump & motor, water reservoir/tank together with all common plumbing installations for carriage of water (save only those as are exclusively within and for the use of any unit) in the said building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units in common by the co-owners.
9. The said building as are necessary for passage and user of the flats/units in common by the co-owners.

THE SCHEDULE "D" ABOVE REFERRED TO

(Easements)

The PURCHASERS shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the common portions.
- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said Flat with Parking space.
- c) Right of support, shelter and protection of each portion of the said building by other and/or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.

- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said Flat and/or car parking space and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said Flat with Parking space or any other units for the purpose of repairing any of the common areas or any appurtenances to any unit and/or anything comprised in any unit, is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (Forty Eight) hours previous notice in writing to the co-owners.

THE SCHEDULE "E" ABOVE REFERRED TO

(Comments, rules and regulations)

1. TITLE AND CONSTRUCTION:

SUBJECT TO the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the PURCHASER/S shall be entitled to the exclusive ownership, possession and enjoyment of the said unit and the same shall be heritable and transferable as other immovable properties.

2. MUTATION. TAXES AND IMPOSITIONS:

- 2.1. The PURCHASER/S shall after the transfer being completed in terms hereof, will mutate his Flat/Unit/Car Parking separately for the purpose of assessment of Municipal rates and taxes. Until such time as the said unit shall not be separately assessed and/or mutated in respect of any tax or imposition, the PURCHASER/S shall bear and pay the proportionate share of the rates and taxes.
- 2.2. Upon the mutation of the said unit in the name of the PURCHASER/S for the purpose of assessment of liability of any tax or imposition, the PURCHASER/S shall pay wholly such tax or imposition, in respect of the said flat/unit and proportionately in respect of the common portions if any.

3 MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS

- .3.1. Upon the PURCHASERS fulfilling his/her/their obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the PURCHASERS shall always co-operate with the committee of Association.

- 3.2. The PURCHASERS shall not, in any manner, interfere or objection whatsoever in or with the functions of the OWNERS and/or DEVELOPER FIRM and/or Association relating to the common purpose.
- 3.3. The OWNERS and/or DEVELOPER FIRM upon the formation of the Association shall frame such rules, regulations and bye-laws as the Association may consider reasonable but no inconsistent with the provision herein and the PURCHASER/S shall abide by the same.

4. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC:**

The PURCHASER/S shall at his/her/their own costs, wholly in case it relates to the said unit or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

THE SCHEDULE "F" ABOVE REFERRED TO

(User of the said unit and the common portions)

After the date of delivery, the PURCHASER/S shall, at his/her/their own costs, keep the said unit and every part thereof and all the fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a net & clean conditions and as a decent and respectable place.

- a) Use the said unit and all common portions carefully peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the OWNERS or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

THE PURCHASERS SHALL NOT DO THE FOLLOW

- a) Obstruct the OWNERS and/or DEVELOPER FIRM and/or Association in their acts, relating to the common purposes.
- b) Violate any of the rules and/or regulations laid down for the common purposes and for the user of the common portions.

(Page : 15)

- c) Injure, harm or damage the common portions or any other Flats/Units/Parkings in the said building by making any alterations or withdrawing any support or otherwise.
- d) Alter any portion, elevation scheme of the said building.
- e) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions **SAVE** at the places indicated therefore.
- f) Place or cause to be placed any article or object in the common portions.
- g) Carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat or the common portions.
- h) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other flats/ units in the said building and/or the adjoining building or building.
- i) Keep or store any offensive, illegal, combustible, obnoxious, hazardous or dangerous articles in the said unit.
- j) Keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.

THE SCHEDULE "G" ABOVE REFERRED

(Common expenses)

The PURCHASER/S shall regularly and punctually pay proportionate share of the common expenses as more fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said building including the outer and external wall of the said building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges & deposits for supplies of common utilities to the co-owners;
- d) Municipal Tax, Water Tax and other levies in respect of said Premises and the said Building save those separately assessed on the PURCHASERS;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;

Contd... Next Page

(Page : 16)

- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common;

The market valuation of the Flat with Parking space is **Rs./- (Rupees Only)** and the present deed has been prepared upon the stamp valued at Rs. 1,000/- (Rupee One Thousand Only) and the rest amount of stamp duty alongwith registration fees is hereby paid through e-payment.

The photos, finger prints, signatures of the parties are annexed herewith in separate sheets, which will be treated as the part of this deed.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first above written.

WITNESSES :

1.

**SIGNATURE OF THE ATTORNEY ON
BEHALF OF THE OWNERS AS WELL AS
THE DEVELOPER FIRM
BHOLANATH BUILDERS
Represented by it's Managing Partner-**

2.

SIGNATURE OF THE FIRST PART

1.

2.

SIGNATURE OF THE SECOND PART

**Drafted & Computerised
typed by-**

**(Surajit Hazra)
Advocate
Burdwan Dist. Judges Court
Regd. No. WB-1260 of 2001**

MEMORANDUM OF CONSIDERATION

Received a sum of **Rs./- (Rupees Only)** from the Purchaser/s as full & final consideration amount as per the terms & condition of the Agreement for sale of the **Flat** being no..... on the **Floor** a little more or less **Square Feet super Built-up area [Build-up area is Square Feet and Carpet area is Square Feet]** and **Car Parking Space** being no. on the **Ground Floor** a little more or less **120 Square Feet**, of the **G+IV** storied residential building in the name of **SHIV RATAN APARTMENT**.

WITNESSES :

1.

**SIGNATURE OF THE ATTORNEY ON
BEHALF OF THE OWNER AS WELL AS THE
DEVELOPER FIRM
M/S SRISHTI CONSTRUCTION
Represented by it's Partners-**

1.

2.

2.

SIGNATURE OF THE FIRST PART